

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

U.S. CARD PARTNER SERVICES, INC., :

Plaintiff, :

v. :

C.A. No. :

DREW SCOPELLITI, :

JURY TRIAL DEMANDED :

Defendant. :

DEFENDANT'S NOTICE OF REMOVAL

Now comes Defendant, Drew Scopelliti, by and through counsel, and pursuant to 28 U.S.C. § 1332 & 1446, who removes this action to the United States District Court for the District of Delaware. In support of his action, Defendant states the following:

1. Plaintiff filed its Complaint in the Superior Court of the State of Delaware in and for New Castle County on February 28, 2006. [Exhibit A].

2. Plaintiff is a citizen of the State of Delaware. Defendant is a citizen of the State of Illinois.

3. The Delaware Secretary of State was served on March 20, 2006 for Defendant pursuant to the Delaware Long-Arm Statute. Defendant received notice of service on April 13, 2006. An Answer to the Complaint in the state court has not been filed.

4. The parties are citizens of different states and the amount in controversy exceeds \$75,000, exclusive of interest and costs, which was certified by Plaintiff's attorney.

5. This action, therefore, may be removed to this Court pursuant to 28 U.S.C. § 1332 & 1446.

6. A copy of this notice is being filed with the Prothonotary of the Superior Court of the State of Delaware in and for New Castle County.

WHEREFORE, Defendant requests that this action be removed to the District Court for the District of Delaware.

Respectfully submitted,

RICHARD R. WIER, JR., P.A.

A handwritten signature in cursive script, reading "Richard R. Wier, Jr.", is written over a horizontal line.

Richard R. Wier, Jr. (#716)
Daniel W. Scialpi (#4146)
Two Mill Road, Suite 200
Wilmington, DE 19806
(302)888-3222

OF COUNSEL:

Peter Katsaros, Esq.
Hughes, Socol, Piers, Resnick & Dym
70 W. Madison, Suite 4000
Chicago, Illinois 60602

EXHIBIT A

Case 1:06-cv-00283-JJF Document 1 Filed 05/01/2006 Page 4 of 14
SUPERIOR COURT CIVIL CASE INFORMATION STATEMENT (CIS)

COUNTY: [N] K S

CIVIL ACTION NUMBER:

CIVIL CASE CODE: CDEJCIVIL CASE TYPE: Declaratory Judgment

(SEE REVERSE SIDE FOR CODE AND TYPE)

CAPTION: U.S. CARD PARTNER SERVICES, INC. Plaintiff, v. DREW SCOPELLITI, Defendants.	NAME AND STATUS OF PARTY FILING DOCUMENT: U.S. Card Partner Services, Inc, plaintiff DOCUMENT TYPE: (E.G., COMPLAINT; ANSWER WITH COUNTERCLAIM) Complaint NON-ARBITRATION <u>X</u> E-Filed _____ (CERTIFICATE OF VALUE MAY BE REQUIRED) ARBITRATION _____ MEDIATION _____ NEUTRAL ASSESSMENT _____ DEFENDANT (CIRCLE ONE) ACCEPT REJECT JURY DEMAND <u>X</u> YES _____ NO _____ TRACK ASSIGNMENT REQUESTED: (CIRCLE ONE) EXPEDITED [STANDARD] COMPLEX
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ATTORNEY NAME(S): <u>Laurence V. Cronin (I.D. No. 2385)</u> FIRM NAME: <u>Smith, Katzenstein & Furlow LLP</u> ADDRESS: <u>800 Delaware Avenue, 7th Floor</u> <u>P.O. Box 410</u> <u>Wilmington, DE 19899</u> TELEPHONE NUMBER: <u>302-652-8400</u> FAX NUMBER: <u>302-652-8405</u> E-MAIL ADDRESS: <u>Lcronin@skfdelaware.com</u>	IDENTIFY ANY RELATED CASES NOW PENDING IN THE SUPERIOR COURT BY CAPTION AND CIVIL ACTION NUMBER INCLUDING JUDGE'S INITIALS _____ _____ _____ EXPLAIN THE RELATIONSHIP(S): _____ _____ _____ OTHER UNUSUAL ISSUES THAT AFFECT CASE MANAGEMENT: _____ _____ _____ _____ (IF ADDITIONAL SPACE IS NEEDED, PLEASE ATTACH PAGES)
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THE PROTHONOTARY WILL NOT PROCESS THE COMPLAINT, ANSWER OR FIRST RESPONSIVE PLEADING IN THIS MATTER FOR SERVICE UNTIL THE CASE INFORMATION STATEMENT (CIS) IS FILED. THE FAILURE TO FILE THE CIS AND TO HAVE THE PLEADING PROCESSED FOR SERVICE MAY RESULT IN THE DISMISSAL OF THE COMPLAINT OR MAY RESULT IN THE ANSWER OR FIRST RESPONSIVE PLEADING BEING STRICKEN.

**IN THE SUPERIOR COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY**

FILED
2006 FEB 28 PM 4:27

U.S. CARD PARTNER SERVICES, INC.
111 Sandy Drive
Newark DE 19713

Plaintiff

v.

DREW SCOPELLITI
4250 North Marine Drive
Chicago, Illinois 60613

Defendant

C.A. NO. _____

**COMPLAINT AND REQUEST/DEMAND FOR JURY TRIAL, LEGAL RESCISSION,
DECLARATORY JUDGMENT, AND/OR OTHER RELIEF**

Plaintiff U.S. Card Partner Services, Inc. ("Plaintiff") sues Defendant Drew Scopelliti ("Defendant"), and says:

1. Plaintiff is incorporated under the laws of the State of Delaware, and, at all relevant times, has done business within the jurisdiction of this Court.
2. Venue and personal jurisdiction are proper in this Court since acts giving rise to this Complaint occurred in New Castle County, Delaware.
3. Plaintiff's primary business activity is to engage, on behalf of a certain bank (hereafter the "Bank") that issues credit cards, debit cards, and similar cards (hereafter "Cards"), in marketing, to interested businesses and institutions having employees, customers, members, or participants who are likely to use Cards, programs under which Cards bearing the trademarks of those businesses and institutions are issued by the Bank to the employees, customers, members, or participants of those businesses and institutions (hereafter such programs are referred to collectively and individually as "Card Programs" and a "Card Program," respectively).

4. In 2004, Plaintiff was seeking to employ a qualified person as a Sales Director whose duties would generally encompass oversight of Plaintiff's efforts to market Card Programs to educational institutions and would specifically include, among other things, identifying and securing a strategic Card Program product that could be successfully marketed to educational institutions, managing subordinate sales representatives, and engaging with educational institutions in such discussions as would be necessary to persuade such institutions to enter with the Bank into agreements involving implementation of Card Programs.

5. While in New Castle County, Delaware in 2004, Defendant communicated to Plaintiff false representations that he (Defendant) was qualified to competently perform the duties of that Sales Director position; that, if employed in that position, he would faithfully perform its duties; and that, based on his contacts, he would be able to successfully market Card Programs to certain specific institutions that were purportedly ready to implement Card Programs.

6. In reliance on said representations, Plaintiff in approximately December, 2004 employed Defendant in the Sales Director position pursuant to an employment agreement (hereafter the "Employment Agreement") under which Defendant agreed to perform the duties of that position and Plaintiff agreed to pay Defendant compensation in return (hereafter "Compensation").

7. During the period from approximately December 2004 to July 2005, Defendant utterly failed to competently and faithfully perform the duties of the Sales Director position and demonstrated that, at the time he communicated to Plaintiff the representations referenced in paragraph 5, he lacked the skills and the intent to competently and faithfully perform those duties. In these regards, Defendant, among other things, failed to meet minimal expectations concerning contacting prospects (i.e., educational institutions that were candidates for Card

Programs); regularly failed to timely submit to Plaintiff, and/or input into Plaintiff's computer system, information concerning his purported marketing efforts; failed to manage, or even attempt to manage, sales representatives whom he was supposed to supervise; made an inordinate number of personal telephone calls during work hours to such persons as his girlfriend and sister; spent an inordinate amount of time engaged in personal IPOD-related activities during work hours; failed to successfully market Card Programs to certain specific institutions that, according to representations which he communicated to Plaintiff as an inducement for Plaintiff to employ him, were ready to implement Card Programs; failed to accept and implement direction given to him by Plaintiff's senior management regarding approaches to marketing Card Programs; and generally failed to exert in his job duties the level of effort reasonably expected of him by Plaintiff.

8. As a direct result of Defendant's false representations and failure to faithfully and competently perform the duties of his Sales Director position, Plaintiff lost revenues and profits ("hereafter the "lost revenues/profits"), of at least several hundred thousand dollars, which it would have received if Defendant had faithfully and competently performed those duties.

9. During the time period from approximately December 2004 to July 2005, and as a direct result of Defendant's false representations, Plaintiff paid Defendant Compensation whose value exceeded \$90,000.00 and made other expenditures.

10. In approximately July 2005, Plaintiff terminated Defendant's employment due to Defendant's failure to competently and faithfully perform the duties of the Sales Director position.

11. Despite his misrepresentations and failure to faithfully and competently perform his Sales Director duties, and despite the fact that the language of the Employment Agreement does not entitle him to any Compensation for the time period while he was not faithfully and

competently performing his Sales Director duties and/or for the time period after his termination in July 2005, Defendant claims that, under the Employment Agreement or otherwise, Plaintiff owes him Compensation for, among other things, the time period after his termination.

Count I
(Material Misrepresentation)

12. Plaintiff incorporates by reference, as if set forth at length, the allegations set forth in paragraphs 1 through 11.

13. The representations of Defendant that are referenced in paragraph 5 were material misrepresentations on which Plaintiff reasonably relied to its detriment, causing Plaintiff to suffer damages in the form of, among other things, Compensation paid to Defendant and the lost revenues/profits.

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment in favor of Plaintiff and against Defendant which:

A. Awards Plaintiff damages of, at a minimum, \$300,000.00 for the sum of the Compensation which Plaintiff paid to Defendant, the lost revenues/profits, and other damages.

B. Awards Plaintiff costs, interest, and such other and further relief, including without limitation rescission if appropriate, as the interests of justice may require or allow.

Count II
(Material Breach of Contract)

14. Plaintiff incorporates by reference, as if set forth at length, the allegations set forth in paragraphs 1 through 13.

15. Defendant's failure to competently and faithfully perform the duties of the Sales Director position constitute a material breach of contract which has caused Plaintiff damages in the form of, among other things, Compensation paid to Defendant and the lost revenues/profits.

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment in favor of

Plaintiff and against Defendant which:

A. Awards Plaintiff damages of, at a minimum, \$300,000.00 for the sum of the Compensation which Plaintiff paid to Defendant, the lost revenues/profits, and other damages.

B. Awards Plaintiff costs, interest, and such other and further relief, including without limitation rescission if appropriate, as the interests of justice may require or allow.

**Count III
(Legal Rescission)**

16. Plaintiff incorporates by reference, as if set forth at length, the allegations set forth in paragraphs 1 through 15.

17. Defendant's material misrepresentations and material breach of contract entitle Plaintiff to legal rescission.

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment in favor of Plaintiff and against Defendant which:

A. Awards Plaintiff legal rescission with respect to the Employment Agreement, including without limitation the right to the return of all monies and things of value which Plaintiff has paid to or conferred upon Defendant.

B. Awards Plaintiff costs, interest, and such other and further relief as the interests of justice may require or allow.

**Count IV
(Declaratory Judgment Based On Defendant's False Representations And Failure To Faithfully And Competently Perform And/Or The Language Of The Employment Agreement)**

18. Plaintiff incorporates by reference, as if set forth at length, the allegations set forth in paragraphs 1 through 17.

19. The language of the Employment Agreement does not entitle Defendant to any Compensation for the time period while he was not faithfully and competently performing his Sales Director duties and/or for any time period after his termination in July 2005.

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment in favor of Plaintiff and against Defendant which:

A. Declares and adjudges, pursuant to the Delaware Declaratory Judgment Act, that the Employment Agreement does not entitle Defendant to any Compensation for the time period while he was not faithfully and competently performing his Sales Director duties and/or for any time period after his termination in July 2005.

B. Awards Plaintiff costs, interest, and such other and further relief, including without limitation rescission if appropriate, as the interests of justice may require or allow.

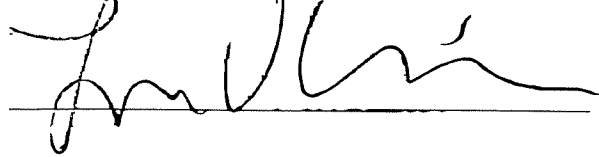
Request/Demand For Jury Trial

Plaintiff respectfully requests/demand a jury trial as to all matters properly triable by jury in this action.

Of Counsel:

Paul F. Evelius
Wright, Constable & Skeen, L.L.P.
100 North Charles Street, 16th Floor
Baltimore, Maryland 21201
(410) 659-1302

SMITH, KATZENSTEIN & FURLOW LLP



Laurence V. Cronin (ID No. 2385)
800 Delaware Ave., 7th Floor
P.O. Box 410
Wilmington, DE 19899 (courier 19899)
Telephone: 302-652-8400
Facsimile: 302-652-8405

Attorneys for Plaintiff

February 28, 2006

**IN THE SUPERIOR COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY**

U.S. CARD PARTNER SERVICES, INC.

111 Sandy Drive

Newark DE 19713

Plaintiff

v.

DREW SCOPELLITI

4250 North Marine Drive

Chicago, Illinois 60613

Defendant

C.A. NO. _____

CERTIFICATE OF VALUE

I, Laurence V. Cronin, Esquire, attorney for the plaintiff, hereby certify in good faith at this time, in my opinion, that the damages of plaintiff are in excess of \$100,000.00, exclusive of costs and interest.

SMITH KATZENSTEIN & FURLOW LLP

/s/ Laurence V. Cronin

Laurence V. Cronin (I.D. #2385)

800 Delaware Avenue, 7th Floor

P.O. Box 410

Wilmington, DE 19899

(302) 652-8400

Attorneys for Plaintiff

Date: February 28, 2006

**IN THE SUPERIOR COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY**

2006 FEB 29 PM 4:27

U.S. CARD PARTNER SERVICES, INC.

111 Sandy Drive

Newark DE 19713

Plaintiff

v.

C.A. NO. _____

DREW SCOPELLITI

4250 North Marine Drive

Chicago, Illinois 60613

Defendant

PRAECIPE

To: Prothonotary
Superior Court of the State of Delaware
500 N. King Street
Wilmington, DE 19801

PLEASE ISSUE the attached Summons and Complaint to the Sheriff of Kent County, State of Delaware, commanding him to summon and direct defendant Drew Scopelliti to appear and answer plaintiff's complaint filed against defendants by delivering copies of the aforesaid Complaint and Summons to the Secretary of State Delaware, as provided under the Rules of this Court and Delaware's long-arm service statute, 10 *Del.C.* § 3104, at the following address:

Drew Scopelliti
c/o Secretary of State
401 Federal St., Suite 3
Dover, DE 19901

February 28, 2006

SMITH, KATZENSTEIN & FURLOW LLP

Laurence V. Cronin (ID No. 2385)

800 Delaware Avenue, 7th Floor

P.O. Box 410

Wilmington, DE 19899 (Courier 19801)

Telephone: 302-652-8400

Telecopy: 302-652-8405

Attorneys for plaintiff U.S. Card Partner Services, Inc.

**IN THE SUPERIOR COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY**

U.S. CARD PARTNER SERVICES, INC.
111 Sandy Drive
Newark DE 19713

Plaintiff

v.

DREW SCOPELLITI
4250 North Marine Drive
Chicago, Illinois 60613

Defendant

06C-02-269 JRS
C.A. NO. _____

RECEIVED
2-17-06

MAR 20 2006

940
Secretary of State

2006 MAR 15 AM 11:52

SHERIFF'S HANDS
KENT COUNTY, DEL.

SUMMONS

**THE STATE OF DELAWARE, ^{KENT}
TO THE SHERIFF OF ~~NEW CASTLE~~ COUNTY:
YOU ARE COMMANDED:**

To summon the above named defendant, so that, within 20 days after service hereof upon defendant, exclusive of the day of service, defendant shall serve upon Laurence V. Cronin, plaintiff's attorney, whose address is 800 Delaware Avenue, P.O. Box 410, Wilmington, Delaware 19899, an answer to the complaint (and, if an affidavit of demand has been filed, an affidavit of defense).

To serve upon defendant a copy hereof and of the complaint (and of the affidavit of demand if any has been filed by plaintiff).

Dated: 3/10/06

SHARON E. GIBNEY
Prothonotary
Per Deputy

TO THE ABOVE NAMED DEFENDANT:

In case of your failure, within 20 days after service hereof upon you, exclusive of the day of service, to serve on plaintiff's attorney named above an answer to the complaint (and, if an affidavit of demand has been filed, an affidavit of defense), judgment by default will be rendered against you for the relief demanded in the complaint (or in the affidavit of demand, if any).

Dated:

SHARON E. GIBNEY
Prothonotary
Per Deputy

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

U.S. CARD PARTNER SERVICES, INC., :

Plaintiff, :

v. :

C.A. No. :

DREW SCOPELLITI, :

JURY TRIAL DEMANDED :

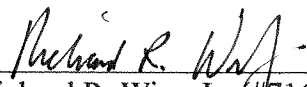
Defendant. :

CERTIFICATE OF SERVICE

I certify that on this 1st day of May 2006, a copy of the attached Notice of Removal was
served BY HAND on:

Laurence V. Cronin, Esq.
Smith Katzenstein & Furlow LLP
800 Delaware Ave., 7th Floor
Wilmington, DE 19899

RICHARD R. WIER, JR., P.A.


Richard R. Wier, Jr. (#716)
Daniel W. Scialpi (#4146)
Two Mill Road, Suite 200
Wilmington, DE 19806
(302)888-3222

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

U.S. Card Partner Services, Inc.

DEFENDANTS

Drew Scopelliti

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF _____
(EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

Layman, V. Cronin
Smith Katzstein & Farlow

ATTORNEYS (IF KNOWN)

Richard R. Wier, Jr.
Richard R. Wier, Jr., A.A.

II. BASIS OF JURISDICTION

(PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES

(PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- | | | | | | |
|---|---------------------------------------|---------------------------------------|---|---------------------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input checked="" type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 Original Proceeding
☒ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify) _____
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

V. NATURE OF SUIT

(PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury Med. Malpractice <input type="checkbox"/> 365 Personal Injury -- Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence HABEAS CORPUS: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl Ret. Inc. Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS -- Third Party 26 USC 7609	

VI. CAUSE OF ACTION

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.)

Diversity, 28 U.S.C. § 1332 & 1446

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION
☐ UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ YES ☐ NO

VIII. RELATED CASE(S) IF ANY

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

5/1/06

Richard R. Wier

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG JUDGE _____

AO FORM 85 RECEIPT (REV. 9/04)

United States District Court for the District of Delaware

Civil Action No. 06 - 283

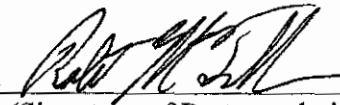
ACKNOWLEDGMENT
OF RECEIPT FOR AO FORM 85

NOTICE OF AVAILABILITY OF A
UNITED STATES MAGISTRATE JUDGE
TO EXERCISE JURISDICTION

I HEREBY ACKNOWLEDGE RECEIPT OF 1 COPIES OF AO FORM 85.

MAY 01 2006

(Date forms issued)



(Signature of Party or their Representative)

ROBERT MCFADDEN

(Printed name of Party or their Representative)

Note: Completed receipt will be filed in the Civil Action